

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D06-0508-PL-030705

FILED
JAN 05 2007
Dana Anne Schaller
CLERK OF THE
MARION CIRCUIT COURT

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendant violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's First Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. At all times relevant to this Complaint, the Defendant, Theresa M. Benton, was an individual providing, or purporting to provide, career services to consumers from her principal place of business located in Marion County at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

RELIEF ORDERED

4. The Defendant, Theresa M. Benton, shall hereby cease doing business as a supplier of career services within the State of Indiana and shall not resume business as an individual, owner, principal, or investor in a subsequent business or corporation operating as a supplier of career services within the State of Indiana. For purposes of this Judgment, the term "supplier" shall have the meaning found in Ind. Code § 24-5-0.5-2(a)(3) and shall mean a seller, lessor, assignor, or other person who regularly engages in or solicits consumer transactions. Furthermore, for purposes of this Judgment, the term "career services" shall be construed broadly to include all aspects of job-related advising, including but not limited to providing career counseling or advice, job posting services, job seeking services, mock interviewing, resume preparation, resume posting services, resume review, or any other services purporting to assist consumers with their careers.

5. The Defendant, Theresa M. Benton, her employees, agents, representatives, successors, and assigns, are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- b. representing expressly or by implication the Defendant has sponsorship, approval, or affiliation in a consumer transaction the Defendant does not have, and which the Defendant knows or should reasonably know the Defendant does not have;
- c. representing expressly or by implication the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or should reasonably know the representation is false; and
- d. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know the Defendant cannot.

6. The contracts previously entered into by the Defendant, Theresa M. Benton, with consumers Tony Szymanski, C. David Wagner, Jerry Baumgartner, Melvin Bolden, Robert L. Tarter, Charles Max Lipperd, Angel M. Hernandez, Daniel W. Clark, Larry McKee, Douglas Whitham, Catherine Crosby, and Sharon Oldham are hereby cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

7. Upon execution of this Judgment, the Defendant, Theresa M. Benton, shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Two Thousand Five Hundred Dollars (\$2,500.00), payable to the Office of the Attorney General for pro rata distribution to the following aggrieved consumers, in the following amounts:

| | <u>CONSUMER</u> | <u>AMOUNT PAID</u> |
|----|---|--------------------|
| a. | Tony Szymanski of South Bend, IN | \$ 132.93; |
| b. | C. David Wagner of Rensselaer, IN | \$ 261.35; |
| c. | Jerry Baumgartner of Jasper, IN | \$ 264.01; |
| d. | Melvin Bolden of Greenwood, IN | \$ 220.80; |
| e. | Robert L. Tarter of Nashville, IN | \$ 286.71; |
| f. | Charles Max Lipperd of Indianapolis, IN | \$ 220.80; |
| g. | Angel M. Hernandez of Greenwood, IN | \$ 175.74; |
| h. | Daniel W. Clark of Fillmore, IN | \$ 243.33; |
| i. | Larry McKee of Indianapolis, IN | \$ 292.88; |

j. Sharon Oldham of Carmel, In \$ 225.71; and

k. Catherine Crosby of Cloverdale, IN \$ 175.74.

Total: \$2,500.00

8. A total monetary judgment in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Theresa M. Benton, only.

9. The Defendant, Theresa M. Benton, shall cooperate with the Office of the Attorney General in the resolution of any complaints received by the Consumer Protection Division. This shall include, but is not limited to, the Defendant promptly resolving valid consumer complaints brought to the Defendant's attention by the Office of the Attorney General, either prior to, or after the filing of, this Consent Judgment with the Court. Furthermore, the Defendant shall fully cooperate with the Office of the Attorney General in its investigation, preparation, and subsequent trial of the remaining Defendant in this action, David W. Caswell, including but not limited to testifying on behalf of the State of Indiana at such trial.

CONTINUING JURISDICTION

10. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendant, Theresa M. Benton, based upon a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and enforcement of this agreement. The Defendant waives any objection regarding a Court's jurisdiction to punish for contempt and agree to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

28th day of December, 2006.

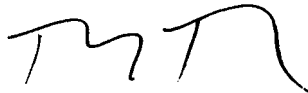
STATE OF INDIANA

DEFENDANT


STEVE CARTER
Indiana Attorney General

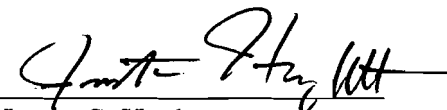

THERESA M. BENTON

By:


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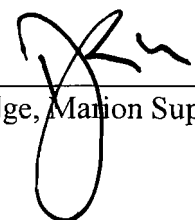
Approved:


Patrick M. O'Brien
Counsel for the Defendant


Justin G. Hazlett
Deputy Attorney General
Attorney No. 22046-49

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this ___ day of JAN 05 2007, 200___.


Judge, Marion Superior Court